

16. Approve Amendment 1 to CC-1193-03/BJC – Wilson's Landing Park Construction with Pooley Enterprises, Inc., Orlando (\$73,500.00).

CC-1193-03/BJC provides for all labor, materials, equipment, coordination, and incidentals necessary for the construction of a park facility consisting of site work, drainage, utilities, paved path, parking lot, mooring dock and landscaping.

The solicitation provided a bid alternate for a restroom building which included all water and sewer utilities and sidewalks associated with the restroom. The bid alternate was not included in the award to the low bidder, Pooley Enterprises. Parks and Recreation would now like to add the bid alternate for the bid amount of \$73,500.00. No additional time is needed for the completion of this project. Pooley remains the low bidder when all bids are evaluated including the alternate. The following is a summary of the cost of the contract:

Original Contract Sum	\$195,000.00
Add 1 st Amendment	<u>73,500.00</u>
Revised Contract Sum	\$268,500.00

This is a budgeted project and funds are available in account number 113011-56063000 (Environmentally Sensitive Land, Improvements Other Than Buildings), CIP #DI10441X. Library & Leisure Services/Parks & Recreation and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute Amendment #1.

FIRST AMENDMENT TO AGREEMENT (CC-1193-02/BJC)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 3rd day of January, 2003 between **POOLEY ENTERPRISES, INC.**, whose address is 7366 Sparkling Lake Road, Orlando, Florida 32819, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on January 3, 2003 for construction services on the Wilson Park Construction Project (Hutchinson Property); and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 8 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 4(a) of the Agreement is amended to read:

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents, including alternate restroom, on the basis of the Total Bid (original Contract Price.) The CONTRACTOR's total compensation is TWO HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$268,500.00) subject only to increases or decreases made in strict conformance with the Contract

Documents.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST: POOLEY ENTERPRISES, INC.

By: _____
RICHARD POOLEY, President

(CORPORATE SEAL) Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. MCLAIN, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.
As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
12/18/03 12/23/03
lam-cc-1193